

Remarks

This Application has been carefully reviewed in light of the final Office Action mailed June 27, 2002. Applicant appreciates the Examiner's consideration of the Application. Applicant respectfully requests reconsideration and favorable action in this case.

Claims 1-47 are allowable under 35 U.S.C. § 103(a)

The Examiner rejects Claims 1-47 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,055,519 to Kennedy et al. (*Kennedy*) in view of *Systems Engineering and Analysis*, Third Edition, by Blanchard et al. (*Blanchard*). Applicant respectfully submits that the combination of *Kennedy* and *Blanchard* suggested by the Examiner fails to disclose, teach, or suggest the combination of limitations specifically recited in Applicant's claims.

For example, at a minimum, the *Kennedy-Blanchard* combination does not disclose, teach, or suggest:

1.a. receiving a "promise identifying a culprit as a cause for the promise not satisfying the request if the promise does not satisfy the request;"

b. generating "a constraint according to the culprit;" and

c. reoptimizing "production of the demand using the constraint generated according to the culprit" (recited in Applicant's independent Claims 1, 11, 44, and 46); or

2.a. receiving "a first promise for the first supply from the first supplier, the first promise identifying a first culprit as a cause for the first promise not satisfying the first request if the first promise does not satisfy the first request;"

b. receiving "a second promise for the second supply from the second supplier, the second promise identifying a second culprit as a cause for the second promise not satisfying the second request if the second promise does not satisfy the second request;" and

c. "if the first promise does not satisfy the first request or the second promise does not satisfy the second request," generating "a constraint according to the first culprit or the second culprit, respectively," and reoptimizing "the production of the demand in accordance with

the constraint to generate a new first request and a new second request" (recited in Applicant's independent Claims 22, 33, and 45); or

3.a. receiving a promise comprising "a first promise for the first supply and a second promise for the second supply, the promise identifying a culprit comprising the second supply as a cause for the promise not satisfying the request if the promise does not satisfy the request, the promise comprising an optimization objective and a promise constraint;" and

b. "if the promise does not satisfy the request, generating a constraint according to the culprit and reoptimizing the production of the demand in accordance with the constraint, the promise constraint, and the optimization objective" (recited in Applicant's independent Claim 47).

The Examiner admits that *Kennedy* does not disclose, teach, or suggest the limitations of Claims 1, 11, 22, 33, and 44-47. (See Office Action, pages 3-4, 10-12, 17-19, 25-27, and 34-42). Moreover, *Blanchard* fails to disclose, teach, or suggest these limitations. According to the Examiner, *Blanchard* teaches "the constrained classical optimization problem by determining the optimal solution of a problem using constrained resources" and discloses "optimizing with a constrained resource." (Office Action, page 4). That is, *Blanchard* merely discloses optimization using constraints that have already been identified. For example, *Blanchard* discloses, "Suppose that there exists a constraint on the pier spacing, expressed as a minimum spacing of 110 feet to permit safe passage of barge traffic." (*Blanchard*, page 232).

Blanchard, however, fails to disclose, teach, or suggest receiving a promise identifying a culprit, and therefore, at a minimum, fails to disclose, teach, or suggest:

receiving a "promise identifying a culprit as a cause for the promise not satisfying the request if the promise does not satisfy the request" (recited in Applicant's independent Claims 1, 11, 44, and 46);

receiving "a first promise for the first supply from the first supplier, the first promise identifying a first culprit as a cause for the first promise not satisfying the first request if the first promise does not satisfy the first request" and receiving "a second promise for the second supply from the second supplier, the second promise identifying a second culprit as a cause for the

second promise not satisfying the second request if the second promise does not satisfy the second request" (recited in Applicant's independent Claims 22, 33, and 45); or

receiving a promise comprising "a first promise for the first supply and a second promise for the second supply, the promise identifying a culprit comprising the second supply as a cause for the promise not satisfying the request if the promise does not satisfy the request, the promise comprising an optimization objective and a promise constraint" (recited in Applicant's independent Claim 47).

Moreover, neither *Kennedy* nor *Blanchard* disclose, teach, or suggest any procedure for identifying a culprit. The Examiner claims, "Although Kennedy et al. do not explicitly state that they identify the culprit, Kennedy et al. must internally identify a culprit in order to reject the request." (Office Action, page 43). Applicant respectfully submits that this is not the case. In some situations, the culprit cannot be internally identified. For example, if a request requests two supplies and a promise fails to satisfy both supplies, the supply that is the culprit cannot be internally identified without additional information. In any event, even assuming for the sake of argument that *Kennedy* did disclose internally identifying a culprit, *Kennedy* even in combination with *Blanchard* would still fail to disclose, teach, or suggest limitations 1a-c, 2a-c, and 3a-b discussed above.

For at least these reasons, the *Kennedy-Blanchard* combination suggested by the Examiner does not disclose, teach, or suggest the combination of limitations specifically recited in Applicant's independent Claims 1, 11, 22, 33, 44-47.

Additionally, Applicant's dependent claims are allowable based on their dependence on the independent claims and further because they recite numerous additional patentable distinctions over the prior art, building upon and further defining the distinguishing limitations 1a-c, 2a-c, and 3a-b discussed above. Because Applicant believes he has amply demonstrated the allowability of the independent claims over the prior art, and to avoid burdening the record, Applicant has not provided detailed remarks in this response concerning particular dependent claims. Applicant, however, remains ready to provide such remarks if it becomes appropriate to

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do so. Applicant respectfully requests reconsideration and allowance of independent Claims 1, 11, 22, 33, and 44-47 and all claims that depend on these claims.

Conclusion

Applicant has made an earnest attempt to place this case in condition for allowance. For at least the foregoing reasons, Applicant respectfully requests full allowance of all pending claims.

If the Examiner believes a telephone conference would advance prosecution of this case in any way, the Examiner is invited to contact Christopher W. Kennerly, Attorney for Applicant, at the Examiner's convenience at (214) 953-6812.

Although Applicant believes no other fees are due, the Commissioner is hereby authorized to charge any fees or credit any overpayments to Deposit Account No. 02-0384 of Baker Botts L.L.P.

Respectfully submitted,

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